

# License Agreement and Statement of Confidentiality

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Name

Agency

Employees, volunteers, staff and any persons with access to the **Program Management Information System Southeast (PromisSE)** are subject to certain guidelines regarding its use. *PromisSE* contains a wide range of personal and private information on individuals and ALL such information must be treated carefully, confidentially, and professionally by those who access it. Guidelines for use of *PromisSE* include, but are not limited to, the following:

- User IDs and passwords must be kept secure and confidential and shall not be shared.
- Current client or Legal Guardian consent, as documented by a Release of Information (ROI), is required before entering, updating, editing, printing, or disclosing basic identifying and non-confidential service transactions/information with other Member Agencies and/or their employees, volunteers and/or staff. Otherwise, limited visibility must be coordinated with the CoC.
- Only general, non-confidential information is to be entered in the "other notes/comments" section of the Client Profile in *PromisSE*. Confidential information, including TB diagnosis, domestic violence, and mental/physical health information shall not be entered in this section.
- Confidential information obtained via *PromisSE* is to remain confidential, even if the end user's relationship with the Agency changes or concludes for any reason.
- Information beyond basic identifying data, which includes all assessment screens (all screens beyond profile, agency, and community fields), is not to be edited. If an update or correction is needed, a new assessment must be created.
- The agency/organization end user is allowed to enter or modify data ONLY for clients being served by that agency.
- Misrepresentation of the client through the deliberate entry of inaccurate information is prohibited.
- Client records shall NOT be deleted from *PromisSE*. If a client or legal guardian of a client chooses to rescind *PromisSE* Release of Information, the appropriate record shall immediately become "inactive".
- Discriminatory comments based on race, color, religion, creed, national origin, ancestry, handicap, socioeconomic status, marital status, age, gender, and/or sexual orientation are NOT permitted in *PromisSE*. Profanity and offensive language are NOT permitted in *PromisSE*. Violators shall have their System privileges revoked and they will NOT be allowed further access to HMIS.
- All end users who have the ability to enter data into *PromisSE* must log in to the *PromisSE* (HMIS) system at least ONCE every 30 days. Failure to login in for 30 days may result in the revocation of access to the *PromisSE* (HMIS) system. Basic training may be required to regain access, as determined by the CoC/HMIS Lead Administrator.
- *PromisSE* is to be used for business purposes only. Transmission of material in violation of any United States Federal or State of Alabama regulation/laws is prohibited, including material that is copyrighted, legally judged to be threatening or obscene, and/or considered protected by trade secret. *PromisSE* shall NOT be used to defraud the Federal, State, Local or City government nor any individual entity nor to conduct any illegal activity.
- Users must log off of the System before leaving their computer/workstation unattended; Failure to log off the System appropriately may result in a breach of client confidentiality and System security.
- Hard copies of the *PromisSE* (HMIS) system information must be kept in a secure file.

- When hard copies of the PromisSE (HMIS) system information are no longer needed, they must be properly destroyed to maintain confidentiality.
- Any unauthorized access or unauthorized modification to the System information/*PromisSE* database or
- Interference with normal System operations will result in immediate suspension of your access to the *PromisSE* and may jeopardize your employment status with the Agency.

I have submitted a national background check to the Local Lead System Administrator and verify that I have never been convicted of identity theft or embezzlement. I verify that I have not been convicted of a domestic violence, fraud offense, or any other crime of a predatory nature within the past seven years. The PromisSE Lead CoC Agency Executive Director must give any waiver of this requirement. As of December 6, 2017, that person is Michelle Farley. Written requests should be submitted via email to [michelle@oneroofonline.org](mailto:michelle@oneroofonline.org).

The original PromisSE License Agreement & Statement of Confidentiality shall be kept on file at the Agency. Forms completed by individuals no longer employed by the Agency shall be kept on file for a minimum of five years.

The CoC makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold the CoC harmless from any damages, liabilities, claims, and expenses that may be claimed against the Agency; or for injuries or damages to the Agency or another party arising from participation in PromisSE; or arising from any acts, omissions, neglect, or fault of the Agency or its agents, employees, licensees, or clients; or arising from the Agency's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. This Agency will also hold the CoC harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, misdeliveries, or service interruption caused by WellSky, by the Agency's or other member agency's negligence or errors or omissions, as well as natural disasters, and/or technological difficulties. The CoC shall not be liable to the Agency for damages, losses, or injuries to the Agency or another party other than if such is the result of gross negligence or willful misconduct of the CoC. The CoC agrees to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of the CoC.

**This agreement is in effect for a period of one (1) year after the date of signing. End users are required to complete HMIS End User Certification testing annually, at which time a new agreement will be provided. Failure to participate in annual Certification and/or maintain a current agreement may result in immediate termination or suspension of the user's The PromisSE (HMIS) system license and access to The PromisSE (HMIS) system. Failure to comply with the provisions of this Statement of Confidentiality is grounds for immediate termination. Your signature below indicates your agreement to comply with this Statement of Confidentiality.**

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Agency Official Printed Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Agency Official Signature

\_\_\_\_\_  
Date (mm/dd/yy)

\_\_\_\_\_  
Date (mm/dd/yy)